

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1124 OF 2005
IN
EXECUTION APPLICATION (LODGING) NO.209 OF 2005
IN
SUMMARY SUIT NO.2561 OF 2002

Payal Electronics & Video Pvt.Ltd., ..Applicant
V/s.

Reminiscent India Television Ltd.,
& Ors. ..Respondents

Ms.Alpana Ghone i/by Kanga & Co. for applicant
for petitioner.

Mr.Naveen Parekh i/by K.A.Shah for Respondent No.2.

Ms.A.R.Lambey i/by Lambey & Co. for Defendants.

Coram : A.M.Khanwilkar, J

Date : 24.10.2005.

PC

. Heard Counsel for the parties.

1. The controversy which arises in the present case is that the Judgment-debtor is in the process of disposing of movable and immovable properties in succession. It is in that backdrop, I passed order in terms of Judges order on 9.8.2005 to permit the decree-holder to take out appropriate proceedings. By this application it is asserted on behalf of the Judgment-creditor that the Judgment-debtor has disposed of plot no.A-4, CTS No.694, admeasuring 1864.30 sq.mt., Tal-Andheri Dist. Bombay, under

registered conveyance deed dated 27.4.2005. Under the said conveyance deed, the Judgment debtor has already received sum of Rs.3,50,00,000/- from the purchaser, which amount has been deposited with the bank towards the claim of the concerned bank. Be that as it may, under the conveyance deed the Judgment-debtor will be entitled to further sum of Rs.2.44 crores in the event, he ensures that vacant and peaceful possession of the 3rd floor of the building known as Gurukripa, is handed over to the purchaser within six months from the date of the conveyance deed. Counsel for the purchaser submits that it is unlikely that the said condition will be complied with by the Judgment-debtor, in which case the purchaser will not be required to pay any amount to the Judgment-debtor.

2. In my opinion, however, this application can be disposed of by giving direction to the purchaser-respondent no.2 herein that in the event he is required to pay any further amount to the Judgment-debtor arising under the abovesaid conveyance deed, that amount shall be paid on condition that sum of Rs.25 lakhs will be set a part from such amount and deposited in this Court in the present suit account. So that this Court can pass further orders as may be required in the case.

3. Counsel for the Judgment-debtor contends that

even if further amount was to be received under the said conveyance deed, the Judgment-debtor will be obliged to first meet with the statutory claims and the amount cannot be made over to the Judgment-creditor unless the statutory claim is fully satisfied. All those aspects can be considered as and when occasion arises after the purchaser deposits sum of Rs.25 lakhs in this Court in terms of the above order.

4. In other words, Chamber summons is allowed on the above terms by injuncting the respondent no.2 from paying sum of Rs.25 lakhs out of balance Rs.2.44 crores to be received by the Judgment-debtor or anyone on his behalf or claiming through him on account of the obligation arising out of the said conveyance deed (Exh.C). Instead, that amount of Rs.25 lakhs shall be deposited in this Court.

5. At this stage, Mr.Parekh for respondent no.2 submits that this order may not be construed to mean that it will not be open for respondent no.2 to directly negotiate with the licensee for obtaining vacant possession of the disputed premises of the 3rd floor after 28.10.2005. As and when that occasion arises it will be open for respondent no.2 to approach this Court for appropriate orders when the said request will be considered and all questions in that behalf are left open. Such

proceedings if taken out, notice thereof be given to the Judgment-creditor.

. Ordered accordingly.

(A.M.Khanwilkar, J)